

## Aurora at Cross Creek

### Codes for Community Living

Aurora at Cross Creek Owners Association is an Association of individuals and a community of residents with a common interest in maintaining the highest quality of life for all resident.

These rules are intended to be a guide for the safety and security of residents; for the efficient and prudent operation for pleasant living; and a means of reminder that each of us has a responsibility to one another and that all residents must be fair to one another.

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### IMPORTANT FACTS

**Management:** There is no on site Management office – Contact the Management Company listed below.

**Colorado Property Management Group Inc.**

2620 S. Parker Rd. #105

Aurora, CO 80014

Phone: 303-671-6402

Fax: 303-671-6430

Office Hours: 9:00 am – 6:00 pm

Closed 12:00 – 1:00

Monday – Friday

After hours emergencies contact use option 7

**Annual Meeting of Members:** An annual meeting of the Members shall be held in accordance with the Bylaws, at which time such business as comes before the Members shall be addressed, including an election to fill terms of Board Members. The annual meeting is open to all Members; however, only Members in good standing are entitled to vote.

**Board of Directors:** The business and affairs of the Association are governed by a Board of Directors consisting of three (3) members elected by the Owners in accordance with the Declaration and the Bylaws. Meeting of the Board will be a minimum of once a year.

**Maintenance:** Either the Board of Directors or the Managing Agent selects Maintenance of all General Common Areas.

**Insurance:** The Association's policy **excludes** coverage for improvements or fixtures installed by an Owner or any furnishings, including carpeting and other floor coverings, wall coverings, draperies, oven, range, refrigerator, disposal and other items of personal property belong to owner and person liability. Insurance requirements are outlined in the **Insurance Agent-**

Peliton

P: 303-771-1800

F: 303-290-0884

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## Aurora at Cross Creek

### DEFINITIONS (as defined in the Declarations of Covenants, Conditions and Restrictions)

1. **"Articles"** means the Articles of Incorporation, as the same may be amended, modified and/or restated from time to time.
2. **"Assessments"** means and includes all assessments for Common Expenses provided for in this Declaration. Assessments are classified as Common Expense Assessments, Special Assessments and Reimbursement Assessments.
3. **"Association"** means Aurora at Cross Creek Owners Association, Inc., a Colorado nonprofit corporation, its successors and assigns, the Articles and Bylaws of which, along with this Declaration, shall govern the administration of the Project, and the members of which shall be all of the Owners.
4. **"Board of Directors" or "Board"** means the governing body of the Association.
5. **"Budget"** shall mean the then-current annual budget for the operations of the Association prepared by the Board.
6. **"Building"** means any one of the buildings erected on the Property.
7. **"Bylaws"** means the bylaws of the Association as the same may be amended, modified and/or restated from time to time.
8. **"Common Elements"** means all of the Project except the portions thereof which constitute Units, and shall include, without limitation, all parts of the Buildings or any facilities, improvements and fixtures located within a Unit which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of any Building or any part thereof or any other Unit therein. Without limiting the generality of the foregoing, the following shall constitute Common Elements:
  - a) all of the land and easements which are part of the Property;
  - b) all foundations, columns, girders, beams and supports of any Building;
  - c) all deck areas, balconies, patios, fireplaces, doors and windows (subject to reservation for individual Owner use as Limited Common Elements, as hereafter defined and provided);
  - d) the exterior walls of any Building, the main or bearing walls within any Building, the main or bearing sub-flooring and the roof of any Building; and
  - e) all other parts of the Project necessary in common used or convenient to its existence, maintenance and safety.
  - f) Additionally, the Common Elements include, without limitation, the Limited Common Elements.
9. **"Common Expenses"** means expenditures made or liabilities incurred by or on behalf of the Association, together with allocations for reserves, and shall include, without limitation, the following items:
  - a) expenses of administration, maintenance, repair, alteration, renovation, reconstruction or replacement of, or for additions to, the Common Elements;
  - b) expenses declared Common Expenses by provisions of this Declaration

## Aurora at Cross Creek

10. **“Condominium Unit”** means the fee simple interest and title in and to a Unit as designated on the Map, together with the undivided interest in the Common Elements appurtenant to such Unit and all other rights and burdens created by this Declaration.
11. **“Declaration”** means this Declaration of Covenants, Conditions and Restrictions, together with any supplements or amendments hereto recorded in the Records.
12. **“Guest”** means, with respect to any Unit, any tenant of the Unit and any family member, guest or invitee of the Owner of the Unit of such tenant.
13. **“Limited Common Elements”** means those Common Elements which are limited to and reserved for the use of one or more but less than all of the Owners, including but not limited to: (i) the balconies, patios, fireplaces, deck areas, equipment rooms or spaces, and air conditioning and heating equipment associated with or providing service to a Unit.
14. **“Managing Agent”** means the person or entity selected by the Board to perform the management and operational functions of the Association.
15. **“Owner”** means the Person or Persons who own(s) a Condominium Unit in fee simple.
16. **“Rules”** means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Project.

**RULES AND REGULATIONS OF  
AURORA AT CROSS CREEK OWNERS ASSOCIATION**

**INTRODUCTION**

These rules and regulations are designed to protect the common interests of each Owner and resident, and to collectively assure the rights of all owners and residents of Aurora at Cross Creek.

**1. ASSESSMENTS AND FINES**

1.1. These Rules and Regulations, the Declaration, the Articles and the Bylaws (collectively, the “governing documents”) shall be enforceable by the Board and the Managing Agent. A violation of any of these items is subject to a monetary fine or assessment and appropriate legal action may be taken for infractions (see fee schedule A at the end of this booklet).

1.2. Common Monthly Assessments are due and payable on the first day of each month. If these or any other Assessment imposed under the Declaration or the Rules and Regulations are not paid within ten (10) days, the Owner will be assessed a late fee. Charges will be assessed every month at a rate of \$10.00.

1.3. Once the monthly fees and/or assessments exceed 90 days the Association may place a lien on the Unit until the entire debt is paid. The Association may bring a legal action against the Owner personally obligated to pay the same or foreclosure the lien (in accordance to the Colorado Revised Statutes) against the Unit. All interest, costs, and reasonable attorney’s fees of any such action shall be added to the amount of such assessment.

1.4. In addition to fees the Association may levy fines against Owners and Residents who violate (or whose family, guests, invitees, or licenses who violate) any provision of the governing documents for which no specific penalty is provided. Such fine may be levied following prior written notice sent by first class mail providing the Owner or Resident an opportunity to be heard before the Board on the subject violation.

1.5. First violations shall be recorded and addressed through the Managing Agent in a letter stating the alleged violation, the action required to end the violation, a specific time limit within which the violation must be corrected, the penalty which will be imposed after a hearing if the violation does not end and the right of the homeowner to a hearing in front of the Board. The Homeowner shall have the right to dispute the alleged violation either in writing or at a hearing after which the Board shall provide a written decision to the alleged violator of its findings.

1.6. If there are subsequent violations of the same or similar provisions of the Rules and Regulations, Declarations or other governing documents by the same homeowner, they shall be advised in a letter sent by first class mail and include the monetary fine that is stated at the end of these Rules and Regulations.

1.7. All subsequent violations shall incur a fine as stated at the end of these Rules and Regulations. All such fines shall become an expense of the Unit’s Owner and shall be due and payable with the next Monthly Assessment. All such fines shall constitute payment due and as provided with the terms of monthly assessments previously mentioned and may also be referred for legal action, interest, costs, and reasonable attorney’s fees of any such action shall be added to the amount of such fine.

**2. SUSPENSION OF PRIVILEGES**

2.1. The voting rights of a Member shall be suspended during any period in which such Member is in default of any assessment levied by the Association.

2.2. Non-resident Owners (Landlords) are responsible for the actions of their occupants (Tenants). Transfer of General Common Element responsibility to the occupant (Tenant) of their Unit is prohibited. It is the responsibility of the Owner to ensure the peaceful enjoyment and safety of the on-site residents.

**3. RESIDENTS' SECURITY**

3.1. All Residents should be aware and alert to the need for security at all times. Residents should be observant and immediately report any suspicious activity or loitering to the Arapahoe County Sheriff.

**4. NOISE**

4.1. Noise must be kept within a reasonable level at all times. No resident shall make or permit loud noises or play musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents. Volumes shall be lowered between the hours of 10:00 pm. – 7:00 a.m.

4.2. Residents, who are disturbed by noise, must attempt to resolve the noise problem with the persons making the noise. The next step is to file a complaint with the Board through the Managing Agent. Excessive complaints or violations filed with the Board may be subject to a fine.

**5. ALTERATIONS**

5.1. No alteration, modification, or addition is permitted in or about any Unit without the prior written approval of the Board or the Architectural Review Committee. This includes but is not limited to the enclosure of any area, installation of hot tubs or spas, and otherwise exterior alterations. Any such changes may negatively impact the structural, architectural, electrical, and mechanical integrity of the Buildings. Requests must be made in writing to the Managing Agent in applying to the Committee for prior written approval of any such alterations, modifications, or additions.

5.2. Owners are deemed to own and shall have the right and obligation to maintain and repair the Unit's doors and windows, including any patio, yard, or deck enclosure. However, no Owner shall make any changes or alterations of any type or kind to the exterior surfaces of the doors or windows to his or her Unit nor to any Common Element without prior approval.

5.3. A list of approved storm doors in white, black or neutral is listed at the end of this document under Exhibit 1. Doors other than the ones pre-approved require Architectural Review Committee approval.

5.4. No signs or posters of any kind may be displayed outside of any Unit other than a nameplate of the occupant and a street number, and except for a "For Sale," "Open House," "For Rent" or security sign(s) of not more than a total of five (5) square feet. Signs are NOT to be placed in the front yard of any Unit **(except one (1) sign only in a front window of such Unit).**

5.5. Sun block blinds need prior Committee approval.

5.6. No unsightliness or waste shall be permitted on or in any part of the Project. No Owner shall keep or store anything (except in designated storage areas) on or in any of the Common Areas. Nor shall any Owner erect, affix, or place on or in windows or doors of Units, that which would or might create an unsightly appearance. Items included but not limited to, solar devices, fences, canopies, awnings, antennae, clotheslines, lawn ornaments, windsocks, hammocks, porch swings, wind chimes, and window air conditioners that are erected or maintained on any part of the Project or Unit.

5.7. Failure to comply with the Association's requirements for prior written approval of any alterations, modifications, or additions may result in substantial assessments or fines levied against the Owner or Resident. Moreover, the Association may at its discretion remove or remedy any non-conforming alteration, modification, addition, items, or signs and charge the cost thereof to the Unit Owner as a Default Assessment as provided in the Declaration. Non-payment thereof will result in a lien upon the Unit subject to the same conditions of payment as the monthly assessment.

## **6. SATELLITE DISHES AND ANTENNAS**

6.1. Per FCC Guidelines and the Declarations and Covenants of Aurora at Cross Creek Owners Association, the hanging or mounting of Satellite Dishes and Antennas must have **prior approval regarding location**. No installation on roofs. Installation on balconies with brackets and on trim boards are allowed.

## **7. CONTRACTORS WORKING IN UNITS**

7.1. Any Owner or Resident contracting to have work done in their Unit will assume full responsibility for cleaning and/or reimbursement to the Association for any and all damage, accidental or otherwise, that may be done to any common elements.

## **8. PARKING/VEHICLES**

8.1. All vehicles on the Property must be operational and in reasonable condition, including but not limited to, unreasonably noisy or which emit an unreasonable amount of smoke or other emissions.

8.2. No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck or van), boat or similar shall be permitted to remain upon any area within the Project, other than temporarily which is defined as not to exceed two (2) calendar days (48 hours) and less than four (4) total days in any calendar month.

8.3. No vehicle may be parked or stored in any parking space, which does not fit within the boundaries of such parking space.

8.4. No off-road unlicensed motor vehicle may be operated in the Project.

8.5. No maintenance, repair, rebuilding, dismantling, painting or servicing of any kind of motor vehicle shall take place anywhere within the Project, including without limitation within any parking areas.

8.6. Washing or polishing of vehicles is permitted.

8.7. Vehicles shall be maintained so as to avoid excessive and unsightly oil and other operating fluid stains or pools under the vehicles in deeded parking spaces or garage floors. Vehicle owners are responsible for the cleanup of excessive fluid leakage if it does occur. The Association may at its option clean the Parking Spaces and Parking Units of excessive fluids, and the amount thereby incurred will be assessed against the Owner of the Unit.

8.8. Storage of any type in Parking Units is prohibited (including but not limited to garages). **Storage of personal property other than vehicles themselves in the Parking Units constitutes a violation.** Such items are subject to removal at the request of the Board and at the expense of the Owner of the Unit.

8.9. Garage doors must be closed except for ingress and egress.

8.10. Storage of gasoline, oily rags, or any other highly inflammable materials is **strictly** prohibited in the Garage spaces or in any other place within the Buildings.

8.11. The Association will not assume any responsibility for loss of or damage to any parked vehicle or items in the Parking Units.

8.12. There shall be **NO** parking where indicated by No Parking signs or yellow curb marking. These include, but are not limited to Fire Lanes, Yellow Zones, Handicapped (without proper and visible permits), grass, rocks, in front of or around dumpster areas, garages, or behind vehicles properly parked. Double parking is not allowed.

8.13. A vehicle parked in any assigned Parking Space or Parking Unit by other than the Owner thereof, is subject to towing at the Unit Owners discretion.

8.14. In addition to other remedies it may have for any violation, the Association shall be entitled to tow or cause to be towed any vehicle that is operated, parked or stored in violation of the Rules and Regulations. The costs and expenses incurred in connection with any such activity shall be assessed against the applicable Owner as a Reimbursement Assessment.

## 9. **PETS**

9.1. Domesticated dogs, cats, birds or fish may be kept in a Unit. No Owner may keep animals on any part of the Project for any commercial purposes. No more than two (2) fur-bearing animals allowed.

9.2. It is the responsibility of every pet owner to control their pets in such a manner as to ensure that they do not interfere with other Residents enjoyment of their Property. No pets are allowed to be out in the common areas unleashed or unsupervised by their Owner.

9.3. No pets shall be allowed to remain tied or chained to any balconies, patios or other parts of the Project, and if so tied or chained, may be removed by the Association or its agents.

9.4. All pet waste is the responsibility of the pet owner and must be immediately disposed of in the proper receptacles. Fines will be assessed for any homeowner not cleaning up after their pets.

**10. RULES FOR LEASING OF UNITS**

- 10.1. Leasing of units for less than 180 days (6 months) is not permitted.
- 10.2. The procedures for and restrictions upon the leasing of Units – all Owners and their Tenants must follow procedures as set forth in the Declaration.
- 10.3. Owner shall be responsible for providing a copy of the lease to the Association within ten (10) days following execution of lease. Owners must provide the names, business address, and telephone number of the tenant as well as Owners' contact information.
- 10.4. There shall be no more people residing in a unit than there are permitted by applicable zoning ordinances (2 per bedroom).

**11. NUISANCES**

- 11.1. No noxious or offensive activity shall be carried on upon any part of the Project, which is, or may become an annoyance or nuisance or cause embarrassment, disturbance, or annoyance to others.
- 11.2. No activity or improvements shall be made or conducted which might be unsafe or hazardous to any person or property.
- 11.3. No sound shall be emitted on any part of the Project, which is unreasonably loud or annoying.
- 11.4. No odor shall be emitted on any part of the Project, which is noxious or offensive to others. Without limiting the generality of the foregoing, pet pollution shall be removed **DAILY** from the common areas and appurtenant grass.

**12. GENERAL AND MISCELLANEOUS**

- 12.1. All window coverings (blinds/draperies/shades, etc.) as seen from the exterior of the building **MUST** be white, off-white, ivory/cream or neutral in color – there are **NO** exceptions.
- 12.2. Garments, rugs, or other items may not be hung over balcony railings or walls at any time.
- 12.3. Except as may be specifically authorized elsewhere in these Rules and Regulations or the other governing documents, the only permissible items on balconies are furniture, planters, plants and Gas or Electric BBQs (Charcoal Grills are strictly prohibited). Appliances such as, but not limited to, refrigerators, freezers, washing machines, or dryers are not permitted on patios or balconies.
- 12.4. The common sidewalks, driveways, entrances, and stairways shall not be obstructed in any way. Bicycling, rollerblading, etc. is not permitted in or around the Buildings or other common areas (including driveways and sidewalks, except as to leave the Property).
- 12.5. No fireworks, firecrackers, and/or firearms may be discharged or fired from Property **AT ANY TIME.**



12.6. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept on the property, including garage areas, except those required for normal household use.

12.7. Residents are in all cases responsible for any and all infractions of these rules and regulations and the other governing documents committed by themselves and their families, guests, invitees, and licensees. Owners are responsible for any and all infractions committed by their tenants and the guests, invitees, and licensees of their tenants. Residents are responsible for the behavior of any children living with them or visiting them. Any fines will ultimately be the responsibility of the Owner.

### **13. ENFORCEMENT**

13.1. Enforcement procedures under these Rules and Regulations may be exercised independently of any enforcement actions undertaken by local, county, state, or federal authorities.

13.2. If the Association brings a legal action to enforce any provision thereof, the violating party shall be subject to liability for costs, expert witness fees, and reasonable attorney's fees.

13.3. All complaints pertaining to infractions of the Rules and Regulations of the Aurora at Cross Creek Owners Association, unless otherwise expressly stated in said Rules and Regulation, must be in writing addressed to the Board in care of the Management Company. The complaint must state the following:

13.3.1. Name and identity of individual(s) committing the infractions;

13.3.2. Unit number with whom the individual is associated and some description of the nature of the relationship i.e., Visitor, Owner, Resident, Tenant, etc. if known;

13.3.3. Date, time and place of infraction;

13.3.4. Person(s) filing complaint must sign and date complaint. Email is acceptable as long as person(s) name address is listed;

13.3.5. Upon receipt of written complaint, the Board and/or Managing Agent shall notify the Unit Owner and the person charged with committing the violation that a complaint has been received;

13.3.6. Any fines assessed shall be the responsibility of the Unit Owner;

13.3.7. Owners have the right to request a Hearing before the Board of Directors. Owner shall advise Managing Agent of the intent to do so, in writing, not less than 10 days following the receipt of the violation notice. Both Complainant and Defendant must be present.

### **14. GENERAL DISCLAIMER**

14.1. Any instances within these rules and regulations that conflict with the Declarations and Covenants, the Declarations and Covenants shall be the governing documents.

14.2. The Board reserves the right, in its sole discretion, to make additional rules and regulations as may be required from time to time without consent of the Owners or the Association. These individual rules and regulations shall be binding as all other previously adopted.

**Schedule A. FEES, FINES AND ASSESSMENTS**

Any infraction of any of the above Rules and Regulations are subject to but not limited to the following fine schedule:

- 1<sup>st</sup> Notice of Violation – Warning
- 2<sup>nd</sup> Notice of Violation - \$50.00
- 3<sup>rd</sup> Violation & Subsequent Notice of Violation - \$100.00

Exceptions to these fines shall be any violation of Local, County, State, Federal or other governing entity by which an automatic fine of \$500.00 shall be assessed as well as any and all attorney's fees, court costs, collection fees and any other applicable monies as applied by these governing bodies. Examples of such offenses shall include but not be limited to tampering, removing, or otherwise altering any fire alarms, sprinklers, etc.

Rules Updated: 05-19-15